

HOGLUND, CHWIALKOWSKI & MROZIK, PLLC

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THIRD PARTY GUARANTY FOR PAYMENT OF ATTORNEY FEES

This third party guaranty agreement ("Agreement") is entered into between Hoglund, Chwialkowski & Mrozik ("Attorney") and James Shelton ("Guarantor") for the purpose of providing security for the payment of Attorney's fees and costs ("attorney's fees") incurred by Shelly K. Persak ("Client") in connection with Client's Chapter 7 Bankruptcy in the amount of \$1850 as is more fully described in the Retainer Agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

In consideration of Attorney's agreement to provide legal services to Client, Guarantor hereby unconditionally guarantees that Guarantor will promptly pay any and all installments or other payments due to Attorney from Client upon receipt of a Statement from Attorney up to the sum of \$1850. Guarantor agrees to pay the \$1850 in monthly installments of \$100 starting thirty (30) days from the date this agreement is executed. This obligation to pay Client's attorneys fees will exist notwithstanding Client's impending discharge in bankruptcy or any other circumstance which would relieve Client of the obligation to pay Attorney except by an Order of the bankruptcy Court pursuant to 11 U.S.C. § 328.

Attorney and Guarantor agree that this Agreement does not extend to payment of any other fees incurred by Client, whether in connection with Client's Chapter 7 Bankruptcy case or otherwise and is limited to the sum of \$1850 unless specifically agreed to in writing signed by Attorney and Guarantor. Specifically, payment for those legal services not included in the description of services to be provided to Client unless separate fee arrangements are made as set forth in paragraph 4 of the Retainer Agreement, is not guaranteed by Guarantor.

This Agreement remains in effect until all amounts payable by Client pursuant to the Retainer Agreement are paid in full. In the event Guarantor does not pay any payment due pursuant to this Agreement, Guarantor shall pay all costs of collection incurred by Attorney, including but not limited to reasonable attorneys fees and costs necessarily incurred by Attorney in enforcing this Agreement.

Guarantor understands that Client is filing bankruptcy and that Guarantor will be included as an unsecured creditor whose debt from Client to Guarantor will be discharged when Client receives a discharge in the Chapter 7 Bankruptcy Case. Guarantor understands that the "discharge" of Client's debts, whether those debts are owed to Attorney or Guarantor, means that Client can no longer legally be required to pay any discharged debts. Guarantor understands that Client's discharge will in no way affect Guarantor's debt to Attorney created by this Agreement. Guarantor understands that guarantor will not be paid back by the Client. Also, to the extent the guarantor makes payment under this agreement, it is a gift to the Client. Guarantor understands that Guarantor is hereby unconditionally making him/herself responsible for payment of Client's attorney's fees and costs. Guarantor understands that a copy of this Agreement is being filed with the Client's bankruptcy case and that it will be part of the public record of the case.

Guarantor understands that this Agreement does not in any way create an attorney/client relationship between Attorney and Guarantor. The sole purpose of this Agreement is to provide security for the payment of the attorney's fees incurred by Client. Guarantor understands that he/she is not entitled

to receive any legal advice or confidential information from Attorney whether about Client's bankruptcy case or otherwise.

Guarantor is encouraged to consult with an attorney of his/her own choosing prior to signing this Agreement. Guarantor understands and agrees that Attorney represents ONLY the Client and NOT the Guarantor.

Guarantor consents to the disclosure of the existence and terms of this Agreement as required by the Bankruptcy Code, Federal Rules of bankruptcy Procedure, reasonable requests of the Client's Chapter 7 Trustee and Orders of the Bankruptcy Court.

Each Guarantor warrants and represents that he/she has full authority to enter into this Agreement and is under no disability. If there is more than one Guarantor, each of them shall be jointly and severally liable for payment of Client's attorney's fees. This Agreement shall be construed and enforced under the laws of the State of Minnesota without regard to any choice of law provision.

If any provision (or any part of any provision) contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision (or remaining part of the affected provision) of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or unenforceable.

This Agreement represents the entire and complete understanding of the parties. No modification of this Agreement is valid unless agreed to in a writing signed by all parties hereto.

Signed this 20 day of March, 20 15.


Hoglund, Chwialkowski & Mrozik


Guarantor

Please sign in the presence of an employee of Hoglund, Chwialkowski & Mrozik or in the presence of a Notary Public.

Hoglund Employee:

Hoglund, Chwialkowski & Mrozik

Subscribed and sworn to before me
this ____ day of _____, 20____.

Notary Public